

1 AN ORDINANCE approving CONTRACT FOR RES.
2 467-90, LAND DRIVE-ARDMORE AVENUE-MARK
3 DRIVE SANITARY SEWER between DEHNER
4 CONSTRUCTION, INC. and the City of Fort
5 Wayne, Indiana, in connection with the
6 Board of Public Works and Safety.

7
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:


10 SECTION 1. That the CONTRACT FOR RES. 467-90, LAND
11 DRIVE-ARDMORE AVENUE-MARK DRIVE SANITARY SEWER by and
12 between DEHNER CONSTRUCTION, INC. and the City of Fort
13 Wayne, Indiana, in connection with the Board of Public Works
14 and Safety, for:

15 is described as per the attached;
16 the Contract price is Forty-Six Thousand Four Hundred
17 Thirty-Nine and 96/100 Dollars (\$46,439.96), all as more
18 particularly set forth in said Contract, which is on file in
19 the Office of the Board of Public Works and Safety and, is
20 by reference incorporated herein, made a part hereof, and is
21 hereby in all things ratified, confirmed and approved. Two
22 (2) copies of said Contract are on file with the Office of
23 the City Clerk and made available for public inspection,
24 according to law.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all
27 necessary approval by the Mayor.

28
29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33
34 
35 J. Timothy McCaulay, City Attorney

PROJECT: LAND DEL.-ARDMORE AV.-MARK DR. SAN. SEWER										RES. NO. 467-1990									
CONTRACTOR										T-G EXCAVATING, INC.									
ITEM NO.	DESCRIPTION	UNITS	ENGINEER'S		DEHNER CONST. INC.		EARTH CONSTR. INC.		BERCOT INC.		ALL STAR CONSTR.		EADS+SON BLDNG INC.		CO-STATE CONSTR. INC.				EXTENSION
			ESTIMATE		EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	
1	12" SEWER PIPE	1550±L.F.	36,650.00	13.14	20,367.00	15.50	24,025.00	14.50	22,475.00	16.00	24,800.00	17.00	26,350.00	-	28,287.00	21.00	32,550.00		
2	8" SEWER PIPE	1100±L.F.	23,100.00	12.75	14,025.00	10.50	11,550.00	11.50	12,650.00	13.80	15,180.00	14.00	15,400.00	-	17,325.00	16.38	18,018.00		
3	STD. 48" MH TYPE I-A	7±EA.	9,100.00	1135.38	7,947.66	1130.00	7,910.00	1145.00	8,015.00	953.00	6,671.00	950.00	6,650.00	-	7,760.00	1130.00	7,910.00		
4	STD 48" MH TYPE VI-A	1±EA.	2,150.00	1789.50	1,789.50	1,600.00	1,600.00	2,256.00	2,256.00	1383.70	1,383.70	2,000.00	2,000.00	-	1,780.00	1917.00	1,917.00		
5	6" TAPS INCL. PLUGS+PERMIT	2±EA.	350.00	174.00	348.00	125.00	250.00	250.00	500.00	381.43	762.86	150.00	300.00	-	325.00	217.00	434.00		
6	SP. BACKFILL #53 or #73 (STONE)	60±C.Y.	900.00	11.38	682.80	10.00	600.00	15.55	933.00	8.50	510.00	16.70	1,002.00	-	1,080.00	19.38	1,162.80		
7	ASPHALT DRIVEWAY REPLACEMENT	20±S.Y.	700.00	22.00	440.00	25.00	500.00	45.00	900.00	20.00	400.00	50.00	1,000.00	-	1,285.00	54.17	1,083.40		
8	RESTORATION/SEEDING	1500±S.Y.	1500.00	0.56	840.00	0.10	150.00	1.50	2,250.00	0.45	675.00	0.85	1,275.00	-	485.00	0.75	1,125.00		
TOTAL			73,450.00		46,439.90		46,585.00		49,979.00		50,382.56		53,977.00		58,327.00		64,200.00		

LAND DRIVE-ARDMORE AVENUE-MARK DRIVE SANITARY SEWER
(States Engineering/Mullinix)

Resolution 467-1990

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of a sanitary sewer, intended and adapted for use by property holders, whose property abuts thereon and for receiving sewage from collateral drains be and the same is hereby ordered in and along the following described centerline:

Line "A": - Beginning at an existing sanitary sewer manhole located 940± LF East and 35± LF South of the centerline intersection of Ardmore Avenue and Land Drive; thence West 695± LF to a proposed sanitary sewer manhole; thence North 250± LF to a proposed sanitary sewer manhole; thence West 235± LF to a proposed sanitary sewer manhole; thence North 300± LF to a proposed sanitary sewer manhole located 515± LF North and 50± LF East of the centerline intersection of Ardmore Avenue and Land Drive.

Line "B": - Beginning at an existing sanitary sewer located 20± LF East and 35± LF North of the centerline intersection of Mark Drive and Land Drive; thence Northwesterly 1050± LF to a proposed sanitary sewer manhole located 20± LF West and 450± LF South of the centerline intersection of Engle Road and Mark Drive.


Said sewers shall be 8" and 12" in diameter.

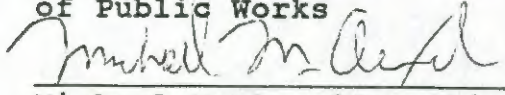
Said sewer, with all its appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications.

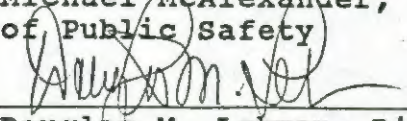
The cost of said sanitary sewer improvement shall be paid by the State of Indiana through its Department of Commerce under the Industrial Development Grant Fund and by the City of Fort Wayne through its Sewer Utility Fund.

ADOPTED this 10th day of January 1990.

BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton, Director
of Public Works


Michael McAlexander, Director
of Public Safety


Douglas M. Lehman, Director
of Administration & Finance

ATTEST: 


APPROVED as to form and legality:


ASSOCIATE CITY ATTORNEY

CONSTRUCTION CONTRACT 467-1990

BOARD ORDER NO. 1-90

WORK ORDER NO. 73663

THIS CONTRACT made and entered into in triplicate this 21 day of February, 1990, by and between DEHNER CONSTRUCTION, INC., herein called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called OWNER:

WITNESSETH that the CONTRACTOR and the OWNER for the considerations hereinafter named agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor and material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the following:

LAND DRIVE-ARDMORE AVENUE-MARK DRIVE SANITARY SEWER

LINE "A": Beginning at an existing sanitary sewer manhole located 940+ LF East and 35+ LF South of the centerline intersection of Ardmore Avenue and Land Drive; thence West 695+ LF to a proposed sanitary sewer manhole; thence north 250+ LF to a proposed sanitary sewer manhole; thence West 200+ LF to a proposed sanitary sewer manhole; thence North 300+ LF to a proposed sanitary sewer manhole located 515+ LF North and 50+ LF East of the centerline intersection of Ardmore Avenue and Land Drive.

LINE "B": Beginning at an existing sanitary sewer located 20+ LF East and 35+ LF North of the centerline intersection of Mark Drive and Land Drive; thence Northwesterly 1050+ LF to a proposed sanitary sewer manhole located 20+ LF West and 450+ LF South of the centerline intersection of Engle Road and Mark Drive.

Said sewers shall be 8" and 12" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department's Drawing No. SY11231, Sheets 1 through 6 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-NINE AND 96/100 (\$46,439.96) DOLLARS. In the event the amount of work is increased or decreased by OWNER the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

ARTICLE III: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR**.

ARTICLE IV: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works & Safety** will direct the Water Pollution Control Engineering Department of the **OWNER** to promptly make such inspection. When the Water Pollution Control Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works & Safety** which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE V: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne, in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR** or its agents, employees or workmen or any judgment of any court, or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the

intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE VI: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE VII: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

ARTICLE VIII: COMPONENT PARTS OF THIS CONTRACT

- a. Advertisement for Bids for Contract 467-90
- b. Instructions to Bidders for Contract 467-90
- c. Contractor's Proposal Dated 7 February 1990
- d. Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11231
- e. Supplemental Specifications for Contract 467-90
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form
- o. Fort Wayne Water Pollution Control Engineering Standards and Specifications 1989
- p. _____

ARTICLE IX: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE X: INDEMNITY

CONTRACTOR shall furnish to OWNER within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE XI: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE XII: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within SIXTY (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE XIII: COUNCILMANIC APPROVAL

This agreement although executed on behalf of the OWNER by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this contract shall be and become wholly void.

ARTICLE XIV:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CONTRACTOR: DEHNER CONSTRUCTION, INC.

By:  _____

Gregory Dehner
President

Title

CITY OF FORT WAYNE, INDIANA

By Charles E. Layton, Director
Public Works

By Douglas M. Lehman, Director
of Administration & Finance

By Michael McAlexander, Director
of Public Safety

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally Gregory Dehner as representative of Dehner Construction, Inc. and acknowledged the execution of the foregoing contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16th day of February, 1990.

Roger N. Carpenter
Notary Public
Resident of Allen County
Roger N. Carpenter
Printed Name of Notary

My Commission Expires:

January 13, 1992

TITLE OF ORDINANCE Construction Contract #467-90 for Land Drive-Ardmore Avenue-MarkDEPARTMENT REQUESTING ORDINANCE Board of Public Works Drive Sanitary SewerSYNOPSIS OF ORDINANCE The Contract for Res. #467-90, Land Drive, Ardmore Avenue-Mark
Drive Sanitary Sewer is described as per the attached. Dehner Construction, Inc.,
the contractor.EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$46,439.96

ASSIGNED TO COMMITTEE _____

Read the first time in full and on motion by Burns, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 2-27-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-13-90

Michelle Eschaff
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING MAP) _____ ORDINANCE RESOLUTION NO. 162-90 on the 13th day of March, 1990.

ATTEST
Michelle Eschaff
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of March, 1990 at the hour of 11:30 o'clock A. M., E.S.T.

Michelle Eschaff
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of March, 1990, at the hour of 5:00 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Construction Contract #467-90 for Land Drive-Ardmore Avenue-Mark

DEPARTMENT REQUESTING ORDINANCE Board of Public Works Drive Sanitary Sewer

SYNOPSIS OF ORDINANCE The Contract for Res. #467-90, Land Drive, Ardmore Avenue-Mark
Drive Sanitary Sewer is described as per the attached. Dehner Construction, Inc.,
the contractor.

J-90-02-29

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$46,439.96

ASSIGNED TO COMMITTEE _____

BILL NO. S-90-02-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT
FOR RES. 467-90, LAND DRIVE-ARDMORE AVENUE-MARK DRIVE
SANITARY SEWER between DEHNER CONSTRUCTION, INC. and the
City of Fort Wayne, Indiana, in connection with the Board of
Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns

Mark E. Giaquinta

Samuel J. Talarico

Henry P. Long

DATED: 3-13-90.

Margaret Kennedy
Sandra E. Kennedy
City Clerk
Deputy